

**UNITED STATES DISTRICT COURT
for the
DISTRICT OF MASSACHUSETTS**

EK VENTURES I, LLC; DAVID L. TAYLOR;
DAVID L. TAYLOR AND VIRGINIA L.
TAYLOR as TRUSTEES FOR THE TAYLOR
FAMILY REVOCABLE TRUST; and
FLEXTRONICS INTERNATIONAL LTD.,

Plaintiffs,

v.

JAMES R. BARTLETT and Z.B.R.
PUBLICATIONS, INC.,

Defendants.

and

JAMES R. BARTLETT,

Third Party Plaintiff

v.

GLOBALWARE SOLUTIONS, INC.,
ANTHONY RUDSTON and BRADLEY A. JAY,

Third Party Defendants.

CIVIL ACTION

No. 03 CV 12506 WGY

**DAVID L. TAYLOR'S ANSWER AND AFFIRMATIVE DEFENSES TO
COUNTERCLAIM OF JAMES R. BARTLETT**

David L. Taylor ("Taylor") hereby submits his Answer and Affirmative defenses to the Counterclaim brought against Taylor by Defendant James R. Bartlett on April 14, 2004.

1. To the extent that Paragraph 1 of the Counterclaim makes factual allegations, Taylor denies them.
2. Taylor admits the allegations set forth in Paragraph 2 of the Counterclaim.

3. In response to Paragraph 3 of the Counterclaim, Taylor admits that he is an individual resident of California. Taylor denies the remaining allegations set forth in Paragraph 3.
4. Taylor admits the allegations set forth in Paragraph 4 of the Counterclaim.
5. Taylor admits the allegations set forth in Paragraph 5 of the Counterclaim.
6. Taylor admits the allegations set forth in Paragraph 6 of the Counterclaim.
7. Taylor denies the allegations set forth in Paragraph 7 of the Counterclaim.
8. Taylor is without sufficient knowledge to admit or deny the allegations set forth in Paragraph 8 of the Counterclaim and therefore denies them.
9. In response to Paragraph 9 of the Counterclaim, Taylor responds that the referenced document speaks for itself.
10. In response to Paragraph 10 of the Counterclaim, Taylor admits that Rudston executed the Transitional Employment Agreement. Taylor denies that the terms of the Agreement executed were "required by the Board Resolution that was approved by Taylor."
11. Taylor denies the allegations set forth in Paragraph 11 of the Counterclaim.
12. Taylor admits the allegations set forth in Paragraph 12 of the Counterclaim.
13. Taylor admits the allegations set forth in Paragraph 13 of the Counterclaim.
14. In response to Paragraph 14 of the Counterclaim, Taylor responds that the Complaint speaks for itself, and therefore denies Paragraph 14's characterization of the allegations set forth in the Complaint.
15. Taylor denies the allegations set forth in Paragraph 15 of the Counterclaim.
16. Paragraph 16 of the Counterclaim states a conclusion of law to which no response is required. To the extent that a response is required, Taylor denies the allegations set forth in Paragraph 16.

17. Taylor restates his responses to Paragraphs 1 through 16 above.
18. Taylor denies the allegations set forth in Paragraph 18 of the Counterclaim.
19. Taylor admits the allegations set forth in Paragraph 19 of the Counterclaim.
20. Paragraph 20 of the Counterclaim states a conclusion of law to which no response is required. To the extent that a response is required, Taylor denies the allegations set forth in Paragraph 20.
21. Paragraph 21 of the Counterclaim states a conclusion of law to which no response is required. To the extent that a response is required, Taylor denies the allegations set forth in Paragraph 21.

AFFIRMATIVE DEFENSES

1. Bartlett's Counterclaim fails to state a claim upon which relief can be granted.
2. Bartlett's Counterclaim fails to name an indispensable party.
3. Bartlett's Counterclaim is barred by the doctrines of unclean hands, waiver, and estoppel.

PRAYER FOR RELIEF

WHEREFORE, Taylor respectfully requests the following relief:

1. Judgment against Bartlett and dismissal of his Counterclaim;

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2. An award of attorneys fees and costs incurred in this action and in defense of Bartlett's claims against Taylor; and
4. Such other relief as the Court deems just and proper.

Dated this 11th day of May, 2004.

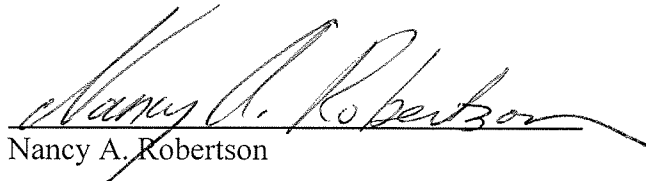
Respectfully submitted on behalf of the
Plaintiffs, EK Ventures I, LLC; David L.
Taylor; David L. Taylor and Virginia L.
Taylor as Trustees for the Taylor Family
Revocable Trust; and Flextronics
International Ltd.



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served electronically on counsel for all parties on May 11, 2004.



Nancy A. Robertson